



SAYCO CAPITAL GROUP

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of _____, 2010 ("Effective Date"), by and between Sayco Capital Group Inc. for itself and for the benefit of its affiliates, having an address at 567 San Nicholas Drive Suite 240, Newport Beach, California 92660 ("Sayco"), and _____, having an address at _____ ("Recipient").

RECITALS

- A. Sayco and Recipient (collectively, the "parties") will be participating in mutual discussions (the "Discussions") from time to time, wherein Sayco and Recipient will evaluate possible transactions between the parties (the "Purpose").
- B. In connection with these Discussions, Sayco will provide Recipient certain Confidential Information (as defined in this Agreement).
- C. The parties desire that Sayco provide and Recipient receive the Confidential Information on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the receipt by Recipient of the Confidential Information, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean any information or material disclosed, directly or indirectly, through any means of communication or observation, by Sayco or its Representatives (as defined below) to or for the benefit of Recipient or its Representatives, that is either designated as "confidential" or "proprietary" by Sayco or that is proprietary to Sayco and not generally known by non-Sayco personnel. Confidential Information includes, without limitation, any and all confidential information and trade secrets relating to the operation, business, strategies, financial affairs, products, systems (computer and otherwise), technologies, sales, research and development, user data, services, vendor information, customer information, employee information or intellectual properties of Sayco or its affiliates or any other party with whom Sayco or its affiliates is doing business and any and all other information concerning Sayco and its affiliates, including without limitation all information encompassed in descriptions, reports, recommendations, analyses, proposals, test data, other data, business plans or other plans, treatments, scripts, budgets, programs, outlines, specifications, ideas, concepts, models, and documents as well as any other confidential or proprietary information relating to the business of Sayco; Sayco's customer lists, vendor lists, marketing strategies, and other trade secrets; information and documents relating to Sayco's employees; and all other documents and information related to Sayco's financial, organizational, and commercial operation. Any materials provided by Sayco which is clearly designated as "confidential" or "proprietary" (or contains other similar designations) shall be presumed to be Confidential Information, but the absence of any such designation shall not preclude the same from being deemed Confidential Information. Confidential Information includes information in both oral and written form and information contained in any other type of storage medium. Confidential Information also includes analyses prepared by Recipient that contain, reference or are otherwise derived from Confidential Information. "Representatives" shall mean, with respect to a party, such party's directors, officers, employees, agents, attorneys, advisers, auditors and other representatives.
2. The following shall not be deemed to constitute Confidential Information and shall not be subject to the restrictions set forth in this Agreement:
 - i. information that is known by Recipient at the time of receipt from Sayco, and that is not subject to any other nondisclosure agreement between the parties; and



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- ii. information that is now or hereafter becomes generally known in the industry through no act or failure to act by Recipient or its Representatives or is later distributed or generally disclosed to the public by Sayco.
3. Recipient agrees that it shall:
 - i. not use, or authorize the use of, such Confidential Information for any purpose other than for the Purpose;
 - ii. hold such Confidential Information in strict confidence and protect such Confidential Information with the same degree of care normally used to protect its own similar Confidential Information (but not less than a reasonable degree of care);
 - iii. not disclose such Confidential Information to any person other than those of its Representatives who (a) need to know such Confidential Information to effectuate the Purpose and (b) are advised of the confidential and proprietary nature of such Confidential Information and are subject to a duty not to disclose such Confidential Information;
 - iv. promptly notify Sayco in writing of any unauthorized use or disclosure of the Confidential Information; such notice shall include a detailed description of the circumstances of the disclosure and the parties involved;
 - v. not, without the prior written consent of Sayco, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between the parties or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
 - vi. not copy or reproduce all or any part of such Confidential Information in any medium, except as may be strictly necessary to effectuate the Purpose; and,
 - vii. not decompile, disassemble or reverse engineer all or any part of such Confidential Information.
 - viii. Recipient's obligations under this Section shall survive the expiration or termination of this Agreement.
4. Recipient shall transmit the Confidential Information for the purposes of the Discussions only to those persons who are informed by Recipient of the confidential nature of the Confidential Information, who shall have previously agreed to be bound by the terms and conditions of this Agreement and who are required to see the Confidential Information in connection herewith. In any event, Recipient shall be responsible for any breach of this Agreement by any of its Representatives.
5. Notwithstanding anything to the contrary set forth in this Agreement, Recipient shall comply with all federal, state and local laws, rules, regulations and ordinances governing or relating to privacy rights in connection with its performance under this Agreement including, without limitation, the Gramm-Leach-Bliley Act, as amended ("GLB"). Recipient shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the "nonpublic personal information" of the "customers" and "consumers" (as those terms are defined in GLB) of Sayco which Recipient holds, (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information. Recipient represents and warrants that it has implemented appropriate measures to meet the objectives of Section 501(b) of the GLB and of the applicable standards adopted pursuant thereto, as now or hereafter in effect. Upon request, Recipient will provide evidence reasonably satisfactory to allow Sayco to confirm that the providing party has satisfied its obligations as required under this Section. Without limitation, this may include Sayco's review of audits, summaries of test results, and other equivalent evaluations of Recipient. Recipient shall collect, use, and disclose such nonpublic personal information only in accordance with the terms of this Agreement and for the purpose of performing its respective obligations under this Agreement. Recipient shall promptly destroy or return to Sayco, at Sayco's option, such nonpublic personal information provided by Sayco, unless Recipient has a specific business purpose to retain it, which purpose is set forth in or clearly implied by this Agreement. Recipient may disclose such nonpublic personal information to its employees for the sole purpose of facilitating the performance of its duties and obligations under this Agreement. Recipient shall not disclose such nonpublic personal information to another party unless such disclosure is allowed by the GLB and/or applicable state law and consented to in writing by Sayco, or compelled by law. Breach of this Section 5 is a material breach of this Agreement.

Recipient shall notify Sayco immediately following discovery of any suspected breach or compromise of the security, confidentiality, or integrity of nonpublic personal information of any current or former Sayco employee or customer (hereinafter "Affected Persons") by calling Sayco's Chief Executive Officer at (888) 315-5755. Recipient shall provide



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follow-up written notification within 48 hours to Sayco by electronic mail, fax or by overnight courier with confirmation of receipt to:

Christina Inman, CEO
567 San Nicolas Drive Suite 240
Newport Beach, California 92660
cinman@saycocapital.com
Fax: (949) 861-9253

Written notification provided pursuant to this paragraph shall include a brief summary of the available facts, the status of Recipient's investigation, and, if known, the potential number of Affected Persons. Upon written request from Sayco, Recipient agrees to notify the Affected Persons regarding any security breach in a form approved in writing by Sayco. Such notices will be delivered within a reasonable time and in a manner approved by Sayco. Recipient agrees to provide at no charge, to Affected Persons appropriate credit monitoring services for at least one year. All costs associated with any security breach, including but not limited to, the costs of the notices to, and credit monitoring for, Affected Persons shall be the sole responsibility of Recipient. Recipient agrees that it shall not communicate with any third party, including, but not limited to the media, vendors, consumers, and Affected Persons regarding any security breach without the express written consent and approval of the content of the communication of Sayco.

The foregoing shall not prohibit or limit Recipient's use or disclosure of Confidential Information which: (a) is rightfully furnished to Recipient without restriction on disclosure by a third person lawfully in possession thereof; (b) is publicly available other than through the fault or negligence of Recipient; or (c) as demonstrated by the written records of Recipient, was already lawfully known (without restriction on disclosure) to Recipient prior to the information being disclosed to it by Sayco. Recipient shall promptly advise Sayco in writing of any event that may occur under this Section 5.

Notwithstanding anything to the contrary contained herein, Recipient's obligations under this Section 5 shall survive any termination or expiration of this Agreement.

6. In the event that Recipient or anyone to whom Recipient transmits the Confidential Information becomes legally compelled to disclose the Confidential Information, Recipient shall provide Sayco with prompt written notice thereof so that Sayco may seek a protective order or other appropriate remedy. Recipient shall cooperate with Sayco in any effort to obtain such remedies, but Recipient shall not be required to undertake litigation or legal proceedings in its name, and all reasonable costs and expenses (including attorneys' fees) incurred by Recipient in order to comply with this paragraph shall be borne by Sayco. In the event that Recipient is legally obligated to disclose any Confidential Information, Recipient shall furnish only the portion of the Confidential Information which is legally required and will exercise its reasonable best efforts to assure that confidential treatment will be accorded the Confidential Information.
7. Notwithstanding any other provision herein, each party hereto (and its respective employees, representatives or other agents) may disclose to such persons, as reasonably deemed necessary, the U.S. tax treatment and U.S. tax structure of the transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) relating to such U.S. tax treatment and U.S. tax structure; provided, however, that neither party shall disclose any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.
8. Upon expiration or termination of this Agreement, or at any time prior thereto upon the request of Sayco, Recipient shall immediately return or destroy the Confidential Information, and any other notes, analyses, compilations, studies or other documents prepared by Recipient containing or reflecting any Confidential Information, in the manner requested by Sayco to Sayco, and shall not retain any copies thereof.
9. Except as expressly set forth herein, nothing contained in this Agreement shall be construed as granting or conferring any intellectual property, patent, copyright, trademark or any other proprietary rights by license or otherwise, expressly, implied or otherwise, for any trademark, trade name, logo, logotype, invention, discovery or improvement



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made, conceived or acquired prior to or after the date of this Agreement. All such rights shall be and remain the sole property of Sayco.

10. ALTHOUGH SAYCO HAS ENDEAVORED TO INCLUDE IN THE CONFIDENTIAL INFORMATION CERTAIN INFORMATION THAT IT CONSIDERS TO BE RELEVANT FOR THE PURPOSE OF THE DISCUSSIONS, RECIPIENT ACKNOWLEDGES AND AGREES THAT SAYCO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE CONFIDENTIAL INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND SAYCO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. IN NO EVENT SHALL SAYCO BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LOSS OF BUSINESS, WHETHER FORESEEABLE OR NOT) CAUSED BY ANY BREACH UNDER THIS AGREEMENT OR ANY OTHER CAUSE WHATSOEVER. RECIPIENT AGREES THAT NEITHER SAYCO NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, ADVISERS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY TO RECIPIENT OR TO ANY OF RECIPIENT'S REPRESENTATIVES RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION, EXCEPT IN ACCORDANCE WITH REPRESENTATIONS AND WARRANTIES THAT MAY BE MADE IN ANY DEFINITIVE AGREEMENT ENTERED INTO BY THE PARTIES WITH RESPECT TO THE DISCUSSIONS.
11. Without the prior written consent of Sayco, until one (1) year from the date of this letter agreement, Recipient will not knowingly, directly or indirectly, solicit for employment any employee now or then employed by Sayco.
12. Recipient understands and agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that Sayco shall be entitled, without any bond or other security being required, to seek specific performance and injunctive relief as remedies for any such breach or threatened breach without proof of actual damages. Such remedies shall not be exclusive remedies, however, but shall be in addition to all other remedies available to Sayco at law or in equity.
13. Recipient hereby agrees to defend, indemnify and hold Sayco harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages or expenses of any kind (including attorneys' fees and expenses) incurred or suffered by Sayco arising out of or in connection with this Agreement, including but not limited to the unauthorized use or disclosure of the Confidential Information in violation of this Agreement, and any negligent or intentional acts or omissions in the performance of this Agreement by Recipient or persons to whom Recipient reveals such Confidential Information. Notwithstanding anything to the contrary contained herein, Recipient's obligations under this Section 13 shall survive any termination or expiration of this Agreement.
14. Recipient may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of Sayco. Nor shall any permitted assignment relieve Recipient of its obligations hereunder. Assignment includes assignment, encumbrance or transfer of any kind of all or any rights or obligations arising hereunder or pursuant hereto. Any assignment in violation of this Agreement shall be deemed null and void.
15. The parties understand and agree that no agreement with respect to the Discussions shall be deemed to exist unless and until a mutually acceptable and final definitive written agreement has been executed by the parties. Sayco and Recipient each reserve the right, at any time and without any liability, to (i) reject any proposals from the other party, (ii) terminate negotiations with the other party regarding the Discussions, or (iii) enter into a transaction similar to the Discussions with a third party without notice to the other party; provided that no such event will relieve the other party hereto from its obligations as set forth hereunder.
16. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when received, or on the third day after mailing by United States mail, registered or certified, postage pre-paid or via nationally recognized overnight courier and properly addressed, as follows:



SAYCO CAPITAL GROUP

Recipient:

Name: _____

Attn: _____

Address: _____

Phone: _____

Sayco:

Sayco Capital Group Inc.

Attn: Christina Inman, CEO

Address: 567 San Nicolas Drive Suite 240

Newport Beach, California 92660

With a copy by email to cinman@saycocapital.com

Phone: (888) 315-5755

- 17. Each party hereby acknowledges that it is aware and agrees that it will advise its Representatives who are informed of Confidential Information, which is subject to this Agreement, that the United States securities laws prohibit any person who has material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling the securities of either party in any situation in which it is foreseeable that such person is likely to purchase or sell securities as a result of access to such information. Each party, for itself and its Representatives, hereby agrees to comply with such laws.
- 18. The Recipient acknowledges and agrees that: (a) any debt-to-income ratio data relating to the mortgage loans ("DTI"), to the extent included in the Confidential Information, either has not been prepared by Sayco or has been prepared by or on behalf of Sayco based upon information provided to the related originator by the related mortgagors during the loan application or underwriting process, the accuracy or completeness of which information Sayco has not independently verified or audited; (b) neither Sayco nor any of their respective officers, directors, affiliates or agents, makes any representation or warranty as to the accuracy or completeness of such DTI; (c) to the extent included in the Confidential Information, DTI is provided for information purposes only and should not be relied upon as an indicator of the value of any of the mortgage loans or for any other purpose; and (d) the Recipient shall have no right to rely upon the conclusions or other data set forth in such DTI and shall have no recourse against Sayco, or any of their respective partners, affiliates, advisors, counsel or agents, in the event of any errors therein or omissions therefrom.
- 19. This Agreement constitutes the complete agreement regarding the subject matter hereof and may not be amended or modified, or its requirements waived, except by a writing signed by both parties. No failure or delay in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other right or power hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be Orange County, California. In any action by a party to enforce its obligations hereunder, the prevailing party shall be entitled to reimbursement from the other party for all reasonable costs and expenses, including attorneys' fees incurred by the prevailing party in connection with such litigation, including any appeal therefrom. This Agreement may be executed by manual or facsimile signatures and in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 20. A facsimile copy of the Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into this Agreement.



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The parties have duly executed and delivered this Confidentiality Agreement as of the date first set forth above.

RECIPIENT

By: _____

Printed Name: _____

Title: _____

Date: _____

SAYCO CAPITAL GROUP INC.

By: _____

Printed Name: Christina Inman

Title: CEO

Date: _____